

18865-B
RECORDATION NO. _____ FILED 1425
JUN 30 1994 - 10 05 AM

LEASE SUPPLEMENT NO. 1 INTERSTATE COMMERCE COMMISSION

(Amtrak Trust 94-D)

THIS LEASE SUPPLEMENT NO. 1 dated as of June 30, 1994 (this "*Lease Supplement*") between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee under that certain Trust Agreement (Amtrak 94-D) dated as of June 15, 1994 between J.P. Morgan Interfunding Corp., a Delaware corporation, and such trustee, as lessor, and NATIONAL RAILROAD PASSENGER CORPORATION (also known as AMTRAK), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia, as lessee, pursuant to and in accordance with the Lease of Railroad Equipment (Amtrak Trust 94-D) dated as of June 15, 1994 between Lessor and Lessee (as amended and supplemented to the date hereof, the "*Lease*").

1. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Lease Supplement have the respective meanings specified therefor in Annex A to the Lease, as originally executed or as modified, amended or supplemented in accordance with the applicable provisions thereof.

2. The Units covered by this Lease Supplement are described in Schedule 1 attached hereto.

3. The Equipment Cost for each Unit is set forth below:

DESCRIPTION OF UNITS

EQUIPMENT TYPE	AMTRAK CAR NUMBER	MANUFACTURER'S NUMBER	EQUIPMENT COST
SLEEPER	32088	36	\$2,854,779.90
SLEEPER	32091	42	\$2,856,689.28
DINER	38043	35	\$2,767,069.14
DINER	38050	50	\$2,768,919.85
DINER	38053	58	\$2,776,554.04

4. The Interim Term of the Lease for the Units covered by this Lease Supplement shall commence on the date of this Lease Supplement and shall terminate on December 28, 1994 unless terminated pursuant to the terms of the Lease. The Base Lease Commencement Date of the Lease for the Units covered by this Lease Supplement shall commence on December 29, 1994 and shall terminate on December 29, 2019 unless earlier terminated or extended pursuant to the terms of the Lease.

5. All of the terms and provisions of the Lease, as supplemented or amended, including, without limitation, Lessee's obligation to pay Rent, are hereby incorporated by reference in this Lease Supplement on and as of the date hereof, to the same extent as if fully set forth herein, and the Lease, as supplemented hereby, is hereby ratified, approved and confirmed.

6. This Supplement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument. To the extent, if any, that this Lease Supplement constitutes chattel paper or other collateral within the meaning of the Uniform Commercial Code (or other law respecting security interests) as in effect in any applicable jurisdiction, no security interest in Lessor's interest under this Lease Supplement may be created through the transfer or possession of any counterpart of this Lease Supplement other than the original executed counterpart No. 1 hereof which shall be identified as the counterpart containing the receipt therefor executed by Indenture Trustee on or immediately following the signature page hereof.

7. Lessee hereby represents and warrants to Lessor that, effective on the date hereof, (i) the Units described in Schedule 1 hereto (a) have been delivered from Lessor to Lessee, (b) have been duly inspected by Lessee, (c) have been duly accepted by Lessee, and (d) are free and clear of all lien and encumbrances (except Permitted Liens) and (ii) that said Schedule 1 contains a correct and complete description of said Units sufficient for the purposes of the Lease.

IN WITNESS WHEREOF, the parties have caused this Lease Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Owner
Trustee, Lessor

By: 

Name: Thomas P. Laskaris
Title: Vice President

NATIONAL RAILROAD PASSENGER
CORPORATION, Lessee

By: _____

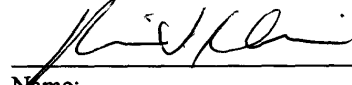
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Lease Supplement to be duly executed by their respective duly authorized officers as of the date first set forth above.

WILMINGTON TRUST COMPANY, not in its
individual capacity, but solely as Owner
Trustee, Lessor

By: _____
Name:
Title:

NATIONAL RAILROAD PASSENGER
CORPORATION, Lessee

By:  _____
Name: Richard I. Klein
Title: Treasurer

STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On this 22nd day of June, 1994 before me personally appeared Thomas P. Laskaris, to me personally known, who being by me duly sworn, says that he/she is Vice President of Wilmington Trust Company, a Delaware banking corporation, as Owner Trustee under such instrument, that said instrument was signed on behalf of said banking corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking corporation.

By: _____

Notary Public

LISA A. PITTACCIO
NOTARY PUBLIC

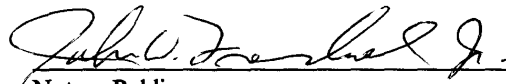
My Commission expires March 18, 1995

My Commission Expires: _____

[SEAL]

DISTRICT OF COLUMBIA)
) ss
CITY OF WASHINGTON)

On this 22nd day of June, 1994, before me personally appeared Richard I. Klein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My Commission Expires: 1-1-95

[SEAL]

SCHEDULE 1 TO LEASE SUPPLEMENT NO. 1

DESCRIPTION OF UNITS

<u>EQUIPMENT TYPE</u>	<u>AMTRAK CAR NUMBER</u>	<u>MANUFACTURER'S NUMBER</u>
SLEEPER	32088	36
SLEEPER	32091	42
DINER	38043	35
DINER	38050	50
DINER	38053	58